

**SHARED SERVICES ARRANGEMENT INTERLOCAL AGREEMENT FOR
SIERRA SCHOOL EDUCATIONAL SERVICES FOR THE 2025-26 SCHOOL YEAR**

This Shared Services Arrangement (“SSA”) Interlocal Agreement for Sierra School Educational Services (the “Agreement”) is entered into by and between the Brazosport Independent School District (“BISD”) and the Angleton Independent School District (“AISD”) (BISD and AISD shall sometimes be referred to herein as a “District” individually or the “Districts” collectively) pursuant to Chapter 29 of the Texas Education Code and Section 791.001 of the Texas Government Code and outlines the mutual responsibilities and agreements surrounding the placement and servicing of students within the special education program (the “Program”) operated as the Sierra School at AISD in Angleton, Texas.

RECITALS

WHEREAS, AISD currently operates the Sierra School, located at 300 South Walker Street, Angleton Texas 77515 using the services of Specialized Education of Texas, Inc. (“SESI”), a corporation specializing in providing special education services to Texas public school districts.

WHEREAS, AISD currently has a contract with SESI for the 2025-2026 school year, whereby SESI operates a classroom within AISD with up to ten seats available for students in grades 6-12 (the “SESI Contract”), attached hereto as Exhibit “A” and incorporated herein by reference.

WHEREAS, AISD and BISD wish to enter into this Agreement to create an SSA cooperative arrangement in order to facilitate BISD’s participation in the special education services provided by SESI.

WHEREAS, concurrently with the execution of this Agreement, AISD and BISD are entering into a written agreement with SESI to assign three of the available seats under the SESI Contract for use by BISD students (the “Assignment”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

I.

General Covenants and Provisions

- A. The purpose of this Agreement is to create a cooperative arrangement whereby the Districts may provide for the efficient delivery of special education and related services to eligible students with disabilities.
- B. The Districts do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

- C. The SSA's administrative offices will be located in Angleton, Texas.
- D. The Program will be operated in compliance with federal and state law, including without limitation the Individuals with Disabilities Education Act, 20 U.S.C. 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794; the Amendment to the Americans with Disabilities Act 2008, 42 U.S.C. 12101 et seq.; Family Education Rights and Privacy Act; Chapter 29 of the Texas Education Code § 30.081-30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 § 1.3; implementing regulations for all applicable statutes; implementing regulations for all applicable statutes; and the relevant Shared Services Arrangement operating guidelines.
- E. Any SSA policies or operating guidelines inconsistent with the provisions contained herein shall be deemed null and void.
- F. Each District is individually responsible for providing services and programs pursuant to Section 504 of the Rehabilitation Act.
- G. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 the Individuals with Disabilities Education Act (IDEA) and its implementing regulations, 34 CFR 300 *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal.

II.

The Program and Agreement Term

- A. For SY 2025-2026, the Program consists of a single classroom located at 300 South Walker Street, Angleton, Texas 77515, serving students in grades 6-12 (up to age 17) who have qualified for special education and/or related services in conformity with the Individuals with Disabilities Education Act ("IDEA"). Students are placed through each District's respective Admission, Review and Dismissal Committee ("ARDC") as a result of meeting the established criteria for placement in a more restrictive setting, for 100% of the school day. Students will have dedicated access to specialized instruction, positive behavioral supports and interventions, student counseling and mental health services, intensive case management and other services as more fully described in the SESI Contract. Upon placement, the student's Individual Education Plan ("IEP") shall be updated to reflect the scope and intensity of service delivery in a more restrictive setting, in addition to defining clear criteria for consideration of reintegration into the respective District's least restrictive environment.
- B. Each District shall review all placement considerations with respect to its own students. Considerations of available data, availability of seats in the Program, and ARDC

recommendations shall be reviewed, along with any other relevant data or information. The potential for a more restrictive placement option shall be discussed with parents/guardians prior to SESI's involvement. Districts should refer to the *Program Manual* for more details on the Program, attached hereto as Exhibit "B". Each District retains ultimate control of its own educational programs and policies, including without limitation grades and advancement issued for its students and the assessment and assignment of any special education services to its students.

- C. Upon placement with the Program, SESI shall be responsible for performing the scope of programming and services as outlined in the Contract. AISD does not provide to BISD any warranty or guarantee regarding those services to be provided by SESI but rather disclaims any such warranty or guarantee. SESI shall be liable and contractually obligated to each of the Districts as members of the SSA.
- D. The Term of the Program and this Agreement shall be from September 1, 2025 through August 31, 2026 (the "Term"), at which time this Agreement shall terminate. The Parties, by mutual written agreement, may extend the Term, provided that in an such event, the Parties must as a condition precedent to such extension, agree to a coinciding extension of the SESI Contract or such similar contract with SESI.

III. **AISD's Covenants**

- A. AISD will make available three student seats for BISD students. The cost to BISD for each seat will be \$41,454.00, which amount shall be invoiced to BISD by AISD monthly in ten (10) installments of \$4,154.40 per seat. For each seat occupied by a BISD student, BISD shall be entitled to receive the services as set forth in the SESI Contract, pursuant to the relevant terms and conditions of said contract. The Districts shall cooperate with SESI to obtain a contract assignment of such seats.
- B. AISD will provide nursing support for BISD students while on AISD's campus, provided that BISD will provide such things as health records and medication as needed and to the extent practicable.
- C. AISD will provide access to the use of extended school year campus facilities for the identified student(s) participating in the interlocal agreement.

IV. **BISD's Covenants**

- A. BISD is responsible for securing any necessary release of confidential information forms from BISD student(s) participating in the Program.
- B. BISD is responsible for providing to SESI all necessary BISD ARDC documentation related to the identified BISD student(s) receiving special education services through the Program.

- C. BISD is responsible for ensuring that parent and student information forms are completed and provided for all BISD identified student(s) participating in the Program.
- D. BISD will provide AISD and/or SESI with copies of documentation of student attendance, service logs, data collection, and any parent-teacher communication or any other information relevant to information requests for the identified student(s) participating in the Program.
- E. BISD will maintain ARD documentation and special education records for students enrolled in the Program.
- F. BISD will pay all invoices issued pursuant to paragraph II.D above within thirty (30) calendar days of receipt of same.
- G. BISD is responsible for providing transportation for all BISD student(s) to and from the Program, including daily attendance at the Program location at AISD, field trips, vocational training, and similar activities. Location of pick up and drop off points and time of services will be mutually determined by representatives of BISD and AISD.
- H. BISD retains the responsibility to report BISD student(s) average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
- I. BISD shall acknowledge and abide by relevant portions of the SESI Contract.
- J. BISD agrees to allow the AISD and/or SESI staff to have access to relevant records, files, or personnel deemed to be necessary for them to perform their duties under this Agreement, including that in the course of providing the Services under the Agreement, representatives, employees, and agents of the AISD and/or SESI may receive information contained in educational records relating to a Student to the extent necessary to carry out the responsibilities under the Program.
- K. AISD and SESI staff are hereby designated "school officials" for the purposes of receiving confidential student information in accordance with 20 U.S.C.A. 1232g (The Family Education Rights and Privacy Act). BISD maintains full control over the educational records divulged to the AISD and SESI staff, and such staff shall ensure that the educational records relating to a student will not be disclosed or used for purposes other than furtherance of the services provided under the Program.

V.

Local Education Agency

The BISD student(s) receiving services through the Program remain enrolled in BISD and are considered BISD students for all purposes. BISD remains the Local Education Agency ("LEA") as defined in IDEA and the "Recipient" as that term is defined by Section 504 of the

Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure any eligible BISD student is provided a free appropriate public education (“FAPE”) and retains all responsibility required of the LEA including but limited to the requirement regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including special education complaints or due process hearings, arising under the IDEA, Section 504, or other applicable laws regarding a BISD student placed in the Program, BISD acknowledges and recognizes that AISD is not the LEA or Recipient for the BISD student and is no way liable to the student, parent, or BISD under the IDEA, Section 504, or other applicable law.

VI.

Fiscal Agent, Dissolution and Termination

- A. Angleton ISD shall serve as the Fiscal Agent of the SSA.
- B. AISD will provide communication to BISD on any notices or updates related to the SESI Contract.
- C. Except as otherwise provided herein, the Fiscal Agent is responsible for receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with this Agreement. The Fiscal Agent shall provide accounting services and reports related to the expenditure of the funds described herein. It is agreed and understood that the Fiscal Agent assumes no responsibility for the other District’s failure to maintain its effort.
- D. This SSA shall automatically dissolve at the end of this Agreement’s current Term, unless the Parties, by mutual written agreement, extend the Agreement’s Term.
- E. Either party may, without cause, terminate this Agreement at any time upon ninety (90) days written notice, provided that such termination shall not take effect until the end of the then current academic semester, if more than ninety (90) days remains in such semester. The SSA shall automatically dissolve upon the effect of such termination.
- F. BISD’s payment obligations shall survive the expiration of the termination of this Agreement and the expiration of the SSA. Upon such termination and expiration, all BISD educational and other records in the possession of SESI or AISD shall be returned to BISD.

VII.

General Obligations

- A. The Parties shall cooperate in maintaining the proper fiscal, personnel, and student records for the SSA operations.

- B. Except as otherwise provided herein, each District is ultimately responsible for the education of each student within its boundaries or attending its school, whether the student is served in the District's local program, the Program, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee.
- C. Each District with students receiving services under this Agreement shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE") required for each such student.

IX.
Legal Responsibilities

- A. The District wherein the student resides is responsible for the legal costs, court costs, and attorney's fees, resulting from litigation directly involving that student.
- B. If the SSA, other District, and/or any of their respective employees, agents or officers are named as a party in litigation under the IDEA (a Special Education Due Process hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served under this Agreement, the District wherein the student resides remains responsible for legal costs, court costs, attorney's fees, and damages or settlement costs resulting from litigation, directly involving such student including reimbursement to the SSA or other District for any such costs incurred by the SSA or other District.
- C. Each District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the District has an employment contract or with whom the District has an employment relationship.
- D. SESI shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees, agents, or contractors.
- E. The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.
- F. It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

X.
Miscellaneous Terms

- A. Notice required by this agreement shall be made in writing and delivered to the parties to and at:

Angleton ISD
Phil Edwards, Superintendent

Brazosport ISD
Danny Massey, Superintendent

1900 N. Downing St.
Angleton, Texas 77515
Email: Phil.edwards@angletonisd.net

301 West Brazoswood Dr.
Clute, Texas 77531
Email: dmassey@brazosportisd.net

Notice will be deemed to have been duly given when delivered personally or electronically, or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other party as provided herein.

- B. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- C. **Attorney's Fees.** Each party shall bear his or its own costs and attorney's fees in connection with the instant matter. Each party agrees that it was represented by legal counsel or that it voluntarily chose not to seek legal counsel.
- D. **Governing Law.** The laws of the State of Texas hereto shall govern the validity of this Agreement and of any terms and provisions, as well as rights and duties of the parties.
- E. **Amendment.** This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into the Agreement.
- F. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- G. **Legal Construction.** The Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of the Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in the Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- H. **Sovereign Immunity.** It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in Agreement will be construed as an express or implied waiver by District of its governmental immunity or of its state governmental immunity; an express or implied acceptance by District of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor, or, as the assumption by District of a debt, contract, or liability of the Program.
- I. **Acknowledgements.** The Parties further acknowledge that they have carefully read the Agreement, that they have consulted with their attorneys prior to executing the

Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign the Agreement are those stated above and that they are signing the Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute the Agreement. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature and has the same validity and meaning as a handwritten signature.

- J. **Force Majeure.** Notwithstanding any other provision set forth in this Agreement, the Parties shall not be liable for any failure or delay in performance of any obligation under this Agreement in the event of a “Force Majeure” such as fire, explosion, pandemic, mandatory quarantine, or other catastrophe, earthquake, epidemic, nuclear incident, sabotage, flood, typhoon or unusually severe weather, war, act of terrorism, strike, riot, civil disobedience, act of God or any governmental law, decree or ordinance. Once any Force Majeure event occurs and any inability to perform hereunder or delay in performance caused by such Force Majeure ceases, the party whose performance was so delayed by such Force Majeure event shall promptly perform its obligations pursuant to the provisions hereof.

Executed on the dates indicated below:

Phil Edwards, Superintendent, Angleton ISD

Date

Danny Massey, Superintendent, Brazosport ISD

Date